

TRANSMITTAL LETTER
(General - Patent Pending)

Docket No.
16153

In Re Application Of: **Kevin Jeffrey-Barnham, et al.**

Application No.	Filing Date	Examiner	Customer No.	Group Art Unit	Confirmation No.
10/031,478	July 29, 2002	Andrew D. Kosar	23389	1654	8704

Title: **BETA-AMYLOID PEPTIDE INHIBITORS**

COMMISSIONER FOR PATENTS:

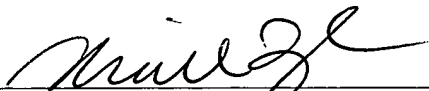
Transmitted herewith is:

- Revocation of Power of Attorney and Grant of New Power of Attorney and Change of Correspondence Address
- Copy of 2 (two) Assignments filed on June 23, 2005

in the above identified application.

- ☒ No additional fee is required.
- ☐ A check in the amount of _____ is attached.
- ☒ The Director is hereby authorized to charge and credit Deposit Account No. **19-1013/SSMP** as described below.
 - ☐ Charge the amount of _____
 - ☐ Credit any overpayment.
 - ☒ Charge any additional fee required.
- ☐ Payment by credit card. Form PTO-2038 is attached.

WARNING: Information on this form may become public. Credit card information should not be included on this form. Provide credit card information and authorization on PTO-2038.

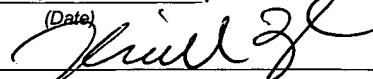


Signature

Dated: **July 29, 2005**

Xiaochun Zhu
Registration No. 56,311
Scully, Scott, Murphy & Presser
400 Garden City Plaza-STE 300
Garden City, New York 11530
(516) 742-4343

I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to the "Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450" [37 CFR 1.8(a)] on
July 29, 2005

(Date)


Signature of Person Mailing Correspondence

Xiaochun Zhu

Typed or Printed Name of Person Mailing Correspondence

cc: **XZ:ab**



1654 en

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants: Kevin Jeffrey Barnham, et al.

Examiner: Andrew D. Kosar

Serial No.: 10/031,478

Art Unit: 1654

Filed: July 29, 2002

Docket: 16153

For: BETA-AMYLOID PEPTIDE
INHIBITORS

Confirmation No. 8704

Commissioner for Patents
P. O. Box 1450
Alexandria, VA 22313-1450

**REVOCATION OF POWER OF ATTORNEY
AND GRANT OF NEW POWER OF ATTORNEY
AND CHANGE OF CORRESPONDENCE ADDRESS**

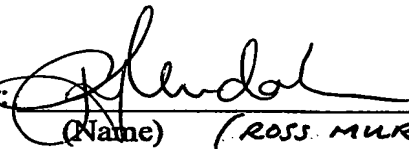
Sir:

The undersigned, a representative authorized to sign on behalf of the assignee owning all of the interest in this patent, hereby revokes all previous powers of attorney or authorization of agent granted in this application before the date of execution hereof. The undersigned verifies that Prana Biotechnology Limited is the assignee of the entire right, title, and interest in the above-identified application. Kevin Jeffrey Barnham, Thomas David McCarthy, Susanne Pallich, Barry Ross Matthews and Robert Alan Cherny have transferred their right, title and interest in and to the subject matter of the above-identified application to Biomolecular Research Institute Limited and The University of Melbourne by an Assignment filed on June 23, 2005 (copy attached). Biomolecular Research Institute Limited and The University of Melbourne have transferred their right, title and interest in and to the subject matter of the above-identified

application to Prana Biotechnology Limited by an Assignment filed on June 23, 2005 (copy attached). The undersigned hereby grants its power of attorney to prosecute this application and transact all business in the United States Patent and Trademark Office in connection therewith to attorneys associated with Scully, Scott, Murphy & Presser, Customer No. 00272.

Please send all future correspondence concerning this application to Customer No. 23389.

Dated: 15 July 2005

By: 
(Name) (ROSS MURDOCH)

COO
(Title)

Prana Biotechnology Limited

PATENTS ONLY

Tab settings → → →

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Kevin Jeffrey Barnham (12/9/04);
Thomas David McCarthy (12/17/04);
Susanne Pallich (12/17/04); Barry Ross Matthews (1/7/05);
and Robert Alan Cherny (12/16/04)

Additional names(s) of conveying party(ies)

☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ OtherExecution Date: see above

2. Name and address of receiving party(ies):

Name: Biomolecular Research Institute LimitedAddress: 343 Royal ParadeCity: Parkville, Victoria State/Prov.: _____Country: Australia ZIP: 3052

Additional name(s) & address(es)

☒ Yes ☐ No

4. Application number(s) or patent numbers(s):

If this document is being filed together with a new application, the execution date of the application is: _____

Patent Application No.

Filing date

B. Patent No.(s)

10/031,478

July 29, 2002

Additional numbers

☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Frank S. DiGiglioRegistration No. 31,346Address: Scully, Scott, Murphy & Presser400 Garden City Plaza-Ste 300City: Garden City State/Prov.: NYCountry: USA ZIP: 11530

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 3.41):.....\$ 40.00☒ Enclosed - Any excess or insufficiency should be credited or debited to deposit account☐ Authorized to be charged to deposit account

8. Deposit account number:

19-1013/SSMP

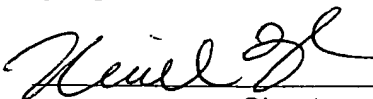
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*Xiaochun Zhu, Reg. No. 56,311

Name of Person Signing



Signature

June 23, 2005

Date

4

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services
Director of the United States Patent and Trademark Office
P.O. Box 1450, Alexandria, VA 22313-1450

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Sheet 2 of 2

Docket No: 16153

2. Name and address of receiving party(ies): (continued)

Name: University of Melbourne

Address: Royal Parade

City: Parkville, Victoria

Country: Australia

ZIP: 3052

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US
PATENT

ASSIGNMENT

WHEREAS, WE

Kevin Jeffrey Barnham, Thomas David McCarthy, Susanne Pallich, Barry Ross Matthews and Robert Alan Cherny

hereinafter referred to as Assignor (collectively if more than one inventor is listed above), have invented certain new and useful improvements in

the specification of which:

- (a) ☐ was executed on even date herewith;
(b) ☐ was filed on _____ as ☐ Application No. _____ or
[☐ Express Mail No., as Application No. not yet known _____ and was amended
on _____ (if applicable); or
(c) ☒ was described and claimed in PCT International Application PCT/A1100/00886 filed on
July 21, 2000 and as amended under PCT Article 19 on _____ (if any) and/or
under PCT Article 34 on _____ (if any).

AND WHEREAS,

Biomolecular Research Institute and The University of Melbourne

(hereinafter referred to as Assignee) desires to acquire the entire rights, title, and interest in and to the said improvements with respect to the United States of America, its territories and possessions.

NOW, THEREFOR, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby acknowledges that it has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title, and interest in the United States of America, and its territories and possessions in, to and under said improvements, and any Patent Applications in the United States of America and all divisions, renewals and continuations thereof, and all Patents of the United States of America which may be granted thereon and all reissues and extensions thereof, and all rights of priority under International Conventions; and Assignor hereby authorizes and requests the Commissioner of Patents of the United States of America to issue all Patents for said improvements to Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND ASSIGNOR HEREBY covenants and agrees that it will communicate to Assignee, its successors, legal representatives and assigns, any facts known to it respecting said improvements, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid Assignee, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said improvements in the United States of America.

IN TESTIMONY WHEREOF, Assignor intending to be legally bound has hereunto affixed its signature.

This 9 day of DECEMBER, 2004

A. White
Witness

K. J. Barnham
Signature of Kevin Jeffrey Barnham

This 17 day of December, 2004


T. D. McCarthy
Witness

T. D. McCarthy
Signature of Thomas David McCarthy

US
PATENT

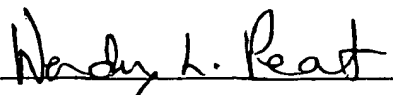
This 17th day of December, 2004


Signature of Susanne Pallich


Witness

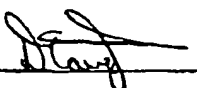
This 7th day of JANUARY, 2005


Signature of Barry Ross Matthews


Witness

This 14th day of December, 2004


Signature of Robert Alan Cherny


Witness

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RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

PATENTS ONLY

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To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Biomolecular Research Institute Limited (12/11/01)
The University of Melbourne (3/1/04)

Additional names(s) of conveying party(ies)

☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ OtherExecution Date: see above

2. Name and address of receiving party(ies):

Name: **Prana Biotechnology Limited**Address: **Level 1****100 Dorcas Street****South Melbourne**City: **Victoria**

State/Prov.: _____

Country: **Australia**ZIP: **3205**

Additional name(s) & address(es)

☐ Yes ☒ No

4. Application number(s) or patent numbers(s):

If this document is being filed together with a new application, the execution date of the application is: _____

Patent Application No.

Filing date

B. Patent No.(s)

10/031,478**July 29, 2002**

Additional numbers

☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Frank S. DiGiglio**Registration No. **31,346**Address: **Scully, Scott, Murphy & Presser****400 Garden City Plaza-Ste 300**City: **Garden City**State/Prov.: **NY**Country: **USA**ZIP: **11530**

6. Total number of applications and patents involved:

17. Total fee (37 CFR 3.41):.....\$ **40.00**☒ Enclosed - Any excess or insufficiency should be credited or debited to deposit account☐ Authorized to be charged to deposit account

8. Deposit account number:

19-1013/SSMP

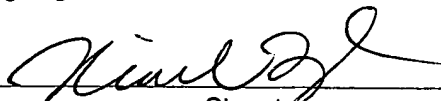
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9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.***Xiaochun Zhu, Reg. No. 56,311**

Name of Person Signing



Signature

June 23, 2005

Date

Total number of pages including cover sheet, attachments, and document:

11

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services
Director of the United States Patent and Trademark Office
P.O. Box 1450, Alexandria, VA 22313-1450

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DEED OF ASSIGNMENT

THIS DEED dated this 11th day of December 2001

BETWEEN

BIOMOLECULAR RESEARCH INSTITUTE LIMITED, A.C.N. 050 135 012, of
343 Royal Parade, Parkville, Victoria 3052, Australia ("the Assignor")

AND

PRANA BIOTECHNOLOGY LIMITED, ACN 080 699 065 of Level 1, 100 Dorcas
Street, South Melbourne 3205, Victoria, Australia ("the Assignee")

RECITALS

- A. The Parties entered into an Assignment Agreement dated 7 February 2000 in which the Assignor agreed to assign certain patents and patent applications to the Assignee in return for payment of fees to the Assignor ("the Assignment Agreement"). Further, the Assignee agreed to make financial contributions to the Assignor to carry out research into the treatment of Alzheimer's Disease.
- B. The Parties agreed that all intellectual property (including any patentable invention) created in the course of conduct of the research pursuant to the Assignment Agreement would belong absolutely to the Assignee who would have the sole right to seek patent registration.
- C. The Assignor, together with other parties has filed the Patent Applications.
- D. The Parties entered into a Variation Agreement dated this day 11th of December 2001, pursuant to which the Schedule to the Assignment Agreement was amended to add Provisional Patent Application No. PR2024/00 to section 1 of the Schedule 1 of the Assignment Agreement.
- E. The Parties wish to formalize and record in this Deed the assignment to the Assignee of the Assignor's interest in the Inventions, the Know-How and the Patent Applications including the right to apply for and obtain corresponding letters patent in any country in the world.

AGREEMENT

1. Definitions

In this Deed:

"Inventions" means any and all inventions described in the Patent Applications.

“**Know-How**” means know-how which the Assignor has acquired and developed with respect to the Inventions.

“**Patent Applications**” means the patent applications described in the Schedule.

“**Parties**” means the Assignor and the Assignee.

2. Assignment

The Assignor assigns to the Assignee all its right, title and interest in the Patent Applications, Know-How and Inventions including:

- a) the right to apply for letters patent for the Inventions including continuing applications, reissues, extensions, renewals and re-examinations of the Patent Applications;
- b) all benefits arising from any letters patent granted in relation to them; and
- c) the right to apply for and obtain corresponding letters patent in any country in the world;
- d) the right to sue for past infringement and the right to enjoy for its sole benefit the reward of such action.

3. Consideration

The Assignor acknowledges having received good and valuable consideration for the assignment effected by this Deed.

4. Warranties

The Assignor warrants that:

- a) neither the execution of this Deed nor the performance by the Assignor of its obligations will cause the Assignor to be in breach of any agreement to which it is a party;
- b) it has not assigned, licensed or otherwise encumbered, in any manner, the Know-How, the Patent Applications or the Inventions.

5. Confidential Information

The Assignor must hold all the Know-How and information in relation to the Invention which is not generally available to the public in strict confidence unless and until the Know-How or information comes into the public domain otherwise than by disclosure by the Assignor in breach of this Deed.

6. Further Assistance

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The Assignor must provide to the Assignee such further assistance as is reasonably requested by the Assignee to facilitate:

- a) the filing of applications for grant of letters patent in respect of the Inventions in Australia and any other jurisdiction;
- b) the granting of letters patent on such applications by the Assignee for letters patent for the Invention in Australia and any other jurisdictions;
- c) the protection of the Know-How;

EXECUTED AS A DEED

IN WITNESS WHEREOF the Parties hereto have executed this document shown on page 1.

THE COMMON SEAL of BIOMOLECULAR)
RESEARCH INSTITUTE LIMITED was)
hereunto affixed in accordance with its)
Constitution in the presence of :)

Name

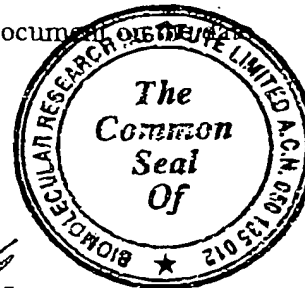
CHAIRMAN
Title

THE COMMON SEAL of PRANA)
BIOTECHNOLOGY LIMITED was hereunto)
affixed in accordance with its Constitution)
in the presence of :)

Name

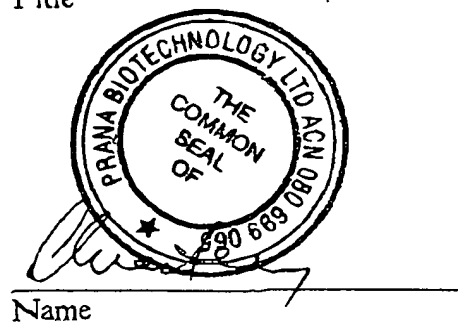
Executive Chairman
Title

Ann Quick
Witness



Name

SECRETARY
Title



Name

Executive Director
Title

Ann Quick
Witness

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SCHEDULE

Patent Applications

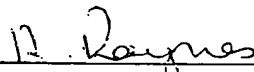
Application No	Title	Filing Date	Country
PQ1804	Beta-amyloid Peptide Inhibitors	23/07/1999	Australia
PCT/AU00/00886	Beta-Amyloid Peptide Inhibitors	21/07/2000	International Application
PR2024/00	Amyloid Precursor Protein Copper Binding Domain	12/12/2000	Australia

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ATTESTATION

We, Alison Raynes and Sharon Randall secretaries to DAVIES COLLISON CAVE, Patent Attorneys, of 1 Nicholson Street, Melbourne, Victoria, having carefully checked the attached document declare that it is a true and correct copy of the document of which it purports to be a copy.

DATED this 25 day of March 2004


ALISON RAYNES


SHARON RANDALL

DEED OF ASSIGNMENT

THIS DEED dated this 15th day of March 2004

BETWEEN

THE UNIVERSITY OF MELBOURNE, a body politic and corporate established pursuant to The University of Melbourne Act 1958, of Royal Parade, Parkville, Victoria 3052, Australia ("the Assignor")

AND

PRANA BIOTECHNOLOGY LIMITED, ACN 080 699 065 of Level 1, 100 Dorcas Street, South Melbourne 3205, Victoria, Australia ("the Assignee")

RECITALS

- A. The Parties entered into a Research Funding and Intellectual Property Assignment Agreement dated 1 December 2000 in which the Assignee agreed to make financial contributions to the Assignor to carry out research into the treatment of Alzheimer Disease ("the Intellectual Property Agreement"). The Parties agreed that all know-how, discoveries, inventions, improvements and innovations whether or not patentable and all intellectual property rights arising from the research carried out by either party pursuant to the Intellectual Property Agreement would vest in the Assignee.
- B. The Assignor, together with other parties has filed the Patent Applications, which are based on inventions arising from the research.
- C. The Parties wish to formalize and record in this Deed the assignment to the Assignee of the Assignor's interest in the Inventions, the Know-How and the Patent Applications including the right to apply for and obtain corresponding letters patent in any country in the world.

AGREEMENT

1. Definitions

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- a) the right to apply for letters patent for the Inventions including continuing applications, reissues, extensions, renewals and re-examinations of the Patent Applications;
- b) all benefits arising from any letters patent granted in relation to them; and
- c) the right to apply for and obtain corresponding letters patent in any country in the world;
- d) the right to sue for past infringement and the right to enjoy for its sole benefit the reward of such action.

3. Consideration

The Assignor acknowledges having received good and valuable consideration for the assignment effected by this Deed.

4. Warranties

The Assignor warrants that:

- a) neither the execution of this Deed nor the performance by the Assignor of its obligations will cause the Assignor to be in breach of any agreement to which it is a party;
- b) it is entitled to assign its right, title and interest in the Patent Applications, the Inventions and the Know-How;
- c) it has not assigned, licensed or otherwise encumbered, in any manner, the Know-How, the Patent Applications or the Inventions.

5. Confidential Information

The Assignor must hold all the Know-How and information in relation to the Invention which is not generally available to the public in strict confidence unless and until the Know-How or information comes into the public domain otherwise than by disclosure by the Assignor in breach of this Deed.

6. Further Assistance

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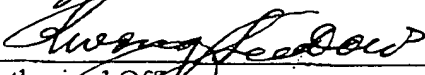
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- c) the protection of the Know-How;

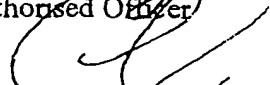
EXECUTED AS A DEED

IN WITNESS WHEREOF the Parties hereto have executed this document on the date shown on page 1.

GIVEN under the Common Seal of)
THE UNIVERSITY OF MELBOURNE)
by direction of an officer authorised for)
the purpose under Statute 1.5.4 of)
The University of Melbourne Statutes)




Authorised Officer



Registrar ~~UNIVERSITY SECRETARY~~

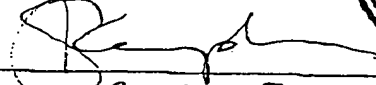
THE COMMON SEAL of PRANA)
BIOTECHNOLOGY LIMITED was hereunto)
affixed in accordance with its Constitution)
in the presence of:)



Name B. D. MEYER

DIRECTOR

Title



Name G. KEMPER

DIRECTOR

Title



SCHEDULE

Patent Applications

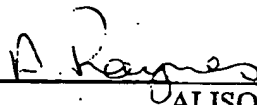
Application No	Title	Filing Date	Country
PCT/AU00/00886	"Beta-Amyloid Peptide Inhibitors"	21/07/2000	International Applicaton
PCT/AU01/01603	"Method of Screening for Inhibitors of Alzheimer's Disease"	12 December 2001	International Application

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ATTESTATION

We, Alison Raynes and Sharon Randall secretaries to DAVIES COLLISON CAVE, Patent Attorneys, of 1 Nicholson Street, Melbourne, Victoria, having carefully checked the attached document declare that it is a true and correct copy of the document of which it purports to be a copy.

DATED this 25 day of March 2004


ALISON RAYNES


SHARON RANDALL